

Exhibit A

**SERVICE FEE COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

**TO: AMAZON.COM, INC.
C/O CORPORATION SERVICE COMPANY
300 DESCHUTES WAY SW STE 304
TUMWATER WA 98501**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **ORIGINAL PETITION FOR DECLARATORY JUDGMENT, BREACH OF CONTRACT AND FRAUD** filed on **AUGUST 08, 2017**, a default judgment may be taken against you.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **17-DCV-244073** and is styled:

LORRAINE MILTON V. AMAZON.COM, INC.

The name and address of the attorney for **PLAINTIFF** is:

**JIMMIE LEE J. BROWN, JR
LAW OFFICE OF JIMMIE L J BROWN JR
965 PINEMONT DRIVE SUITE 400
HOUSTON TX 77018
713-419-1021**

The nature of the demands of said **PLAINTIFF** is shown by a true and correct copy of the **ORIGINAL PETITION FOR DECLARATORY JUDGMENT, BREACH OF CONTRACT AND FRAUD** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 14th day of August, 2017.**

**ANNIE REBECCA ELLIOTT, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

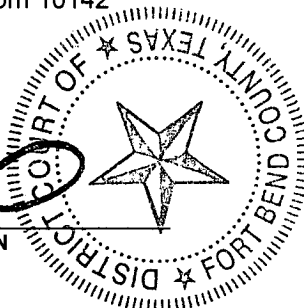
1422 Eugene Heimann Circle, Room 10142
Richmond, Texas 77469

Mailing Address:

301 Jackson Street
Richmond, Texas 77469

By: _____

Deputy District Clerk LAYLA HELTON
Telephone: (281) 633-7635



SERVICE

17-DCV-244073
Lorraine Milton V. Amazon.Com, Inc.

240th Judicial District Court

CERTIFICATE OF DELIVERY BY CERTIFIED MAIL

Came to hand on the _____ at _____ o'clock and executed _____
_____, on the _____, by delivering to the within named _____
_____ by registered or certified mail, with delivery - restricted to addressee only, return receipt
requested, a true copy of this citation together with the accompanying copy of the petition were attached thereto.

Fee..... **\$8.00 Issuance + \$80.00 Service = \$88.00**

CMRRR# 9414 7266 9904 2089 9270 06

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By: _____
Deputy District Clerk **Layla Helton**

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____
(First, Middle, Last)

_____, and my address is _____
(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____,
on the day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

SERVICE

Citation (By Certified Mail) issued to Amazon.Com, Inc. on 8/14/2017.

COPY

CAUSE NO. 17-DCV-244073

LORRAINE MILTON	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	Fort Bend County - 240th Judicial District Court
V.	§	JUDICIAL DISTRICT
	§	
AMAZON.COM, INC.	§	
Defendant	§	FORT BEND COUNTY, TEXAS

**ORIGINAL PETITION FOR DECLARATORY JUDGMENT, BREACH OF
CONTRACT AND FRAUD**

DISCOVERY LEVEL

1. Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

PARTIES AND SERVICE

2. Plaintiff, Lorraine Milton, a resident of Missouri City, Texas and resides at 8115 Weeping Willow Place, Missouri City, Texas 77459 in Fort Bend County, Texas and brings this action individually doing business from Fort Bend.

3. Defendant Amazon.com, Inc., is a foreign corporation organized and existing under the laws of the State of Washington, whose principal place of business is located at 410 Terry Ave N, Seattle, WA, 98109, and may be served with process by serving Corporation Service Company, 300 Deschutes Way, SW, Suite 304, Tumwater, Washington, 98501.

4. Venue is proper in this county, as Fort Bend County is the county of Plaintiff's residence at the time the cause of action accrued. (*Tex. Civ. Prac. & Rem. Code § 15.002(a)(4)*)

FACTS

5. a. Plaintiff, Lorraine Milton, on or about January 28, 2013, entered into a contract with Defendant Amazon.com, Inc. for publishing.

b. Plaintiff published and sold the following books with Defendant Amazon.com, Inc.: (1) Disaster Master Plan: Prepare or Despair – It’s Your Choice (February 2013); (2) My Son Went to Jail for Taking a Bath (Nov. 29, 2013); (3) Pinnacle: Poems That Will Inspire You (Jan. 28, 2010); and (4) Perspectives: Poems That Will Touch Your Heart (July 1, 2009).

c. Defendant Amazon sent notice to Ms. Milton that “Disaster Master Plan: Prepare or Despair – It’s Your Choice (February 2013)” was a ‘Bestseller’ on or about January 4, 2014.

d. Defendant Amazon, Inc. defines a bestseller as a book that sells between 300 and 5,000 books per day for, a minimum, of 2 weeks.

e. Plaintiff received five (5) “KDP Royalty Payment Notifications” from Amazon Accounts Payable. The ‘KDP’ is a royalty payment notification for Kindle Direct Publishing (KDP). Plaintiff was informed that payment would be made to her bank account and would appear in her available balance within 2 to 5 days after the payment date.

d. Plaintiff received notification, via email, of KDP Royalty Payment as follows:

July 29, 2017	Payment No. 56365812	Payment due 8/2 – 7 2017
May 29, 2017	Payment No. 53225659	Payment due 6/1 – 6 2017
April 29, 2017	Payment No. 51650568	Payment due 5/2 – 5 2017
March 31, 2017	Payment No. 50093042	Payment due 4/3 – 6 2017
September 29, 2015	Payment No. 28025642	Payment due 9/30-10/5 2015

e. As for the dates specified for payment, there was has never been any corresponding payment received by Plaintiff.

f. Plaintiff, as of August 4, 2017, has yet to receive record of sales for her books for Amazon.com, Inc., nor payment for the period November 14, 2013 until present from Amazon.com, Inc.

g. Plaintiff has made several demands for a copy of her contract/agreement with Defendant Amazon.com, Inc. and an accounting.

h. Defendant Amazon.com, Inc. refused to provide to Plaintiff a copy of her agreement and/or to provide the requested accounting.

i. Defendant Amazon.com provides online accesses to the account. But Plaintiff has been locked out of her account and Plaintiff has informed Defendant Amazon.com as much.

j. Last formal demand to Defendant Amazon.com was made August 4, 2017. Plaintiff's counsel made an accounting request upon Defendant Amazon.com April 13, 2017.

k. Defendant Amazon.com, via its counsel, responded as follows:

"We represent Amazon. Your April 13, 2017 letter has been referred to my attention.

"In your letter, you demand that Amazon provide you and your client with "a copy of all contracts signed by Ms. Milton for 2003 until the present, record of sales for each book identified herein for 2003 until present, an accounting of all payments made by Amazon.com, Inc., to Ms. Milton for 2003 until present, and the method of payment on or before April 30, 2017. Amazon has no obligation to provide you such a large volume of records dating back fourteen years, and, absent a valid subpoena, will not provide any records whatsoever. We consider this matter resolved.

Sincerely,

/S/ John Goldmark"

l. Defendant Amazon.com, Inc., provides no accounting information at all.

m. Plaintiff's research for the period from November 13, 2013 until April 3, 2017, provided that "Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013)", as a 'Bestseller', would mean sells of more than 1,094 print copies sold across all channels, including other retailers, on a typical day.

n. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, then – on Kindle - the value of Disaster Master Plan: Prepare or Despair - It's Your Choice is sells on Kindle \$2.99 and paperback \$10.87, this is \$897.00/\$3,261.00 p/day thru \$14,950.00/\$54,350.00 p/day.

o. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, would generate, on the low, \$6,279.00 through \$380,450.00 for a week. As such for a one-week period Plaintiff has not received premiums on, low, \$6,279.00 or, high, \$380,450.00 for one week.

p. Plaintiff, via her attorney, reduced the period of accounting from November 14, 2013 until present – a period of approximately 4 years. No response to this modified request was ever sent to Plaintiff's counsel.

q. The amount of payment due per notification was not provided, nor has Plaintiff ever been provided a record of sales for the book or books on which royalties were to have been paid.

r. Plaintiff did not receive payment as stated and has never received payment.

s. On August 4, 2017, Plaintiff, from Kindle Direct Publishing via email address kdp-support@amazon.com, received the following records of alleged distributions:

"Missing payments

“I will show the details with the payment number, payment date and payment amount

56365812	- Jul 29, 2017 -	USD 2.05
53225659	- May 29, 2017 -	USD 0.74
51650568	- Apr 29, 2017 -	USD 31.07
50093042	- Mar 31, 2017 -	USD 2.05
39454892	- Jul 29, 2016 -	USD 0.01
28025642	- Sep 29, 2015 -	USD 0.59
24129998	- May 29, 2015 -	USD 2.05
23333626	- Apr 29, 2015 -	USD 1.41
19752420	- Dec 28, 2014 -	USD 4.10
16858899	- Sep 28, 2014 -	USD 2.26
13513792	- May 30, 2014 -	USD 0.70
12027819	- Mar 28, 2014 -	USD 0.70
11349610	- Feb 28, 2014 -	USD 0.35
10639074	- Jan 30, 2014 -	USD 8.75

t. The aforementioned amounts total \$52.73 and were allegedly deposited into the bank account of Plaintiff.

u. As to any amount that Plaintiff was owed, the first time any specified sum was stated is on August 4, 2017. Defendant still does not provide the number of sales, the sales of each books and on what basis was the royalty fee was calculated.

v. As to the above identified alleged payments stated by Defendant as having been paid to Plaintiff, Plaintiff – first – denies ever having received any royalty payment from Defendant and – second – denies any prior knowledge of the following alleged notification and/or payments:

39454892	- Jul 29, 2016 -	USD 0.01
24129998	- May 29, 2015 -	USD 2.05
23333626	- Apr 29, 2015 -	USD 1.41
19752420	- Dec 28, 2014 -	USD 4.10
16858899	- Sep 28, 2014 -	USD 2.26
13513792	- May 30, 2014 -	USD 0.70
12027819	- Mar 28, 2014 -	USD 0.70
11349610	- Feb 28, 2014 -	USD 0.35
10639074	- Jan 30, 2014 -	USD 8.75

w. Plaintiff is unable to locate the executed agreement under which she and Defendant agreed for the use of Defendant, payments due Plaintiff and the basis of calculation. This information has been requested from Defendant. But, Defendant refuses to provide same.

x. In addition Plaintiff is entitled to reimbursement of her expenses incurred in the prosecution of this matter.

y. For such actions, Plaintiff brings a breach of contract claim against Defendant for alleged unpaid royalties under the contract. In this case, Plaintiff seeks damages in the total amount of unpaid royalties earned from the sale of her books.

I. SUIT FOR DECLARATORY RELIEF

6. Plaintiffs seek declaratory relief concerning the residential purchase agreement and Defendants collective conduct related thereto.

Facts:

a. Plaintiff, Lorraine Milton, on or about January 28, 2013, entered into a contract with Defendant Amazon.com, Inc. for publishing.

b. Plaintiff published and sold the following books with Defendant Amazon.com, Inc.: (1) Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013); (2) My Son Went to Jail for Taking a Bath (Nov. 29, 2013); (3) Pinnacle: Poems That Will Inspire You (Jan. 28, 2010); and (4) Perspectives: Poems That Will Touch Your Heart (July 1, 2009).

c. Defendant Amazon sent notice to Ms. Milton that "Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013)" was a 'Bestseller' on or about January 4, 2014.

d. Defendant Amazon, Inc. defines a bestseller as a book that sells between 300 and 5,000 books per day for, a minimum, of 2 weeks.

e. Plaintiff received five (5) “KDP Royalty Payment Notifications” from Amazon Accounts Payable. The ‘KDP’ is a royalty payment notification for Kindle Direct Publishing (KDP). Plaintiff was informed that payment would be made to her bank account and would appear in her available balance within 2 to 5 days after the payment date.

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March 31, 2017	Payment No. 50093042	Payment due 4/3 – 6 2017
September 29, 2015	Payment No. 28025642	Payment due 9/30-10/5 2015

e. As for the dates specified for payment, there was has never been any corresponding payment received by Plaintiff.

f. Plaintiff, as of August 4, 2017, has yet to receive record of sales for her books for Amazon.com, Inc., nor payment for the period November 14, 2013 until present from Amazon.com, Inc.

g. Plaintiff has made several demands for a copy of her contract/agreement with Defendant Amazon.com, Inc. and an accounting.

h. Defendant Amazon.com, Inc. refused to provide to Plaintiff a copy of her agreement and/or to provide the requested accounting.

i. Defendant Amazon.com provides online accesses to the account. But Plaintiff has been locked out of her account and Plaintiff has informed Defendant Amazon.com as much.

j. Last formal demand to Defendant Amazon.com was made August 4, 2017. Plaintiff’s counsel made an accounting request upon Defendant Amazon.com April 13, 2017.

k. Defendant Amazon.com, via its counsel, responded as follows:

“We represent Amazon. Your April 13, 2017 letter has been referred to my attention.

“In your letter, you demand that Amazon provide you and your client with “a copy of all contracts signed by Ms. Milton for 2003 until the present, record of sales for each book identified herein for 2003 until present, an accounting of all payments made by Amazon.com, Inc., to Ms. Milton for 2003 until present, and the method of payment on or before April 30, 2017. Amazon has no obligation to provide you such a large volume of records dating back fourteen years, and, absent a valid subpoena, will not provide any records whatsoever. We consider this matter resolved.

Sincerely,

/S/ John Goldmark”

l. Defendant Amazon.com, Inc., provides no accounting information at all.

m. Plaintiff’s research for the period from November 13, 2013 until April 3, 2017, provided that “Disaster Master Plan: Prepare or Despair – It’s Your Choice (February 2013)”, as a ‘Bestseller’, would mean sells of more than 1,094 print copies sold across all channels, including other retailers, on a typical day.

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p. Plaintiff, via her attorney, reduced the period of accounting from November 14, 2013 until present – a period of approximately 4 years. No response to this modified request was ever sent to Plaintiff’s counsel.

q. The amount of payment due per notification was not provided, nor has Plaintiff ever been provided a record of sales for the book or books on which royalties were to have been paid.

r. Plaintiff did not receive payment as stated and has never received payment.

s. On August 4, 2017, Plaintiff, from Kindle Direct Publishing via email address kdp-support@amazon.com, received the following records of alleged distributions:

“Missing payments

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12027819 - Mar 28, 2014 -	USD 0.70
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10639074 - Jan 30, 2014 -	USD 8.75

t. The aforementioned amounts total \$52.73 and were allegedly deposited into the bank account of Plaintiff.

u. As to any amount that Plaintiff was owed, the first time any specified sum was stated is on August 4, 2017. Defendant still does not provide the number of sales, the sales of each books and on what basis was the royalty fee was calculated.

v. As to the above identified alleged payments stated by Defendant as having been paid to Plaintiff, Plaintiff – first – denies ever having received any royalty payment from

Defendant and – second – denies any prior knowledge of the following alleged notification and/or payments:

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11349610 - Feb 28, 2014 -	USD 0.35
10639074 - Jan 30, 2014 -	USD 8.75

v. Plaintiff is unable to locate the executed agreement under which she and Defendant agreed for the use of Defendant, payments due Plaintiff and the basis of calculation. This information has been requested from Defendant. But, Defendant refuses to provide same.

w. In addition Plaintiff is entitled to reimbursement of her expenses incurred in the prosecution of this matter.

y. For such actions, Plaintiff seeks to enforce the contract brings a breach of contract between herself

z. For such actions, Plaintiff seek an accounting of the sale of books under the contract for a period not less than 4 years from August 4, 2013 to present.

aa. Plaintiff seeks to declare the number of Plaintiff's books sold by Defendant from Aug. 4, 2013 to present.

bb. Plaintiff seeks to declare the royalties due to Plaintiff from Defendant for alleged unpaid royalties under the contract. In this case, Plaintiff seeks damages in the total amount of unpaid royalties earned from the sale of her books.

cc. Plaintiff has performed all conditions precedent and subsequent and has not breached and/or failed to perform under contract.

dd. A written demand was made more than 30 days before the filing of this suit, in compliance with Texas Civil Practice & Remedies Code §38.002.

ee. Plaintiff seek to declare her rights pursuant to the publishing contract, as related to the acts of the Defendant, as alleged herein:

Specifically:

- i. Declare Plaintiffs rights under the publishing contract.
- ii. Declare sales under the publishing contract.
- iii. Declare Plaintiff's royalties owed under publishing contract.
- iv. Declare that Defendant engaged in fraud in withholding royalties due under the publishing contract.
- v. Declare that Defendant engaged in fraud in failing to provide an accounting under the publishing contract.
- vi. Declare Plaintiffs' damages, in additional attorney fees, to collect sums due and incurred not less than \$10,000.00 in attorney fees.

II. FRAUD

7. The elements of fraud are a material misrepresentation, which was false, and which was either known to be false when made or was asserted without knowledge of its truth, which was intended to be acted upon, which was relied upon, and which caused injury.

The facts, related to the fraud committed by Defendant as follows:

- a. Plaintiff, Lorraine Milton, on or about January 28, 2013, entered into a contract with Defendant Amazon.com, Inc. for publishing.
- b. Plaintiff published and sold the following books with Defendant Amazon.com, Inc.: (1) Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013); (2) My

Son Went to Jail for Taking a Bath (Nov. 29, 2013); (3) Pinnacle: Poems That Will Inspire You (Jan. 28, 2010); and (4) Perspectives: Poems That Will Touch Your Heart (July 1, 2009).

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e. As for the dates specified for payment, there was has never been any corresponding payment received by Plaintiff.

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"In your letter, you demand that Amazon provide you and your client with "a copy of all contracts signed by Ms. Milton for 2003 until the present, record of sales for each book identified herein for 2003 until present, an accounting of all payments made by Amazon.com, Inc., to Ms. Milton for 2003 until present, and the method of payment on or before April 30, 2017. Amazon has no obligation to provide you such a large volume of records dating back fourteen years, and, absent a valid subpoena, will not provide any records whatsoever. We consider this matter resolved.

Sincerely,

/S/ John Goldmark"

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n. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, then – on Kindle - the value of Disaster Master Plan: Prepare or Despair - It's Your Choice is sells on Kindle \$2.99 and paperback \$10.87, this is \$897.00/\$3,261.00 p/day thru \$14,950.00/\$54,350.00 p/day.

o. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, would generate, on the low, \$6,279.00 through \$380,450.00 for a week. As such for a

one-week period Plaintiff has not received premiums on, low, \$6,279.00 or, high, \$380,450.00 for one week.

p. Plaintiff, via her attorney, reduced the period of accounting from November 14, 2013 until present – a period of approximately 4 years. No response to this modified request was ever sent to Plaintiff's counsel.

q. The amount of payment due per notification was not provided, nor has Plaintiff ever been provided a record of sales for the book or books on which royalties were to have been paid.

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t. The aforementioned amounts total \$52.73 and were allegedly deposited into the bank account of Plaintiff.

u. As to any amount that Plaintiff was owed, the first time any specified sum was stated was on August 4, 2017. Defendant still does not provide the number of sales, the sales of each books and on what basis was the royalty fee was calculated. Defendant has refused to provide to Plaintiff her signed contract.

v. As to the above identified alleged payments stated by Defendant as having been paid to Plaintiff, Plaintiff – first – denies ever having received any royalty payment from Defendant and – second – denies any prior knowledge of the following alleged notification and/or payments:

39454892 - Jul 29, 2016 -	USD 0.01
24129998 - May 29, 2015 -	USD 2.05
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10639074 - Jan 30, 2014 -	USD 8.75

v. Plaintiff is unable to locate the executed agreement under which she and Defendant agreed for the use of Defendant, payments due Plaintiff and the basis of calculation. This information has been requested from Defendant. But, Defendant refuses to provide same.

w. Defendant has withheld an accounting to demonstrate the actual sales and sums due to Defendant and Plaintiff. In furtherance of this, Defendant has refused to disclose sales and books sold of Plaintiff.

x. Plaintiff alleges that the failure to disclose is fraud.

y. That in furtherance of the fraud perpetrated upon Plaintiff, Defendant has refused to provide an accounting.

z. Plaintiff alleges that, as a result of the fraud perpetrated upon Plaintiff by Defendant, Plaintiff was required to file the present action, incurring court costs and attorney's fees in the sum of not less than \$10,000.00.

8. Actual Damages

i. That in furtherance of the fraud perpetrated upon Plaintiff by Defendant, Plaintiff was required to hire counsel and prosecute the present action incurring court costs and attorney's fees in the sum of not less than \$10,000.00.

Emotional Distress

iii. \$25,000.00

Punitive Damages

iii. Plaintiffs seek an award of punitive damages in the sum \$100,000.00, against Defendant on willful or malicious conduct of the Defendant.

III. BREACH OF CONTRACT

9. *Facts.*

A. Plaintiff, Lorraine Milton, sues Defendant, Amazon.com, for breach of contract.

B. Defendant had a contract with Plaintiff for the sale of books, herein identified.

C. It is uncontroverted that Plaintiff was a best seller and that her books must therefore had sales in excess of 1,094 print copies sold across all channels, including other retailers, on a typical day for a period of two weeks, or 14 days.

D. Plaintiff's research for the period from November 13, 2013 until April 3, 2017, provided that "Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013)", as a 'Bestseller', would mean sells of more than 1,094 print copies sold across all channels, including other retailers, on a typical day.

E. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, then – on Kindle - the value of Disaster Master Plan: Prepare or Despair - It's Your Choice is sells on Kindle \$2.99 and paperback \$10.87, this is \$897.00/\$3,261.00 p/day thru \$14,950.00/\$54,350.00 p/day.

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G. Amazon.com had a contract with Plaintiff and a corresponding obligation to pay her royalties for the sale of books.

H. Defendant Amazon.com has refused to provide an accounting, failed to timely pay royalties, failed to timely declare payments and failed to pay royalties, thereby breaching the publishing agreement between Plaintiff and Defendant.

I. Defendant has not paid Plaintiff.

J. Defendant has refused to pay Plaintiff.

K. All conditions precedent has been performed or has occurred as required by Texas Rules of Civil Procedure.

L. Plaintiff has been denied his payment of his attorney's fees pursuant to a valid and enforceable fee agreement.

M. Plaintiff is unable to locate the executed agreement under which Defendant provided said services and incurred said fees. Plaintiff has demanded that Defendant provide Plaintiff a copy of same, Defendant has refused.

N. In addition Plaintiff is entitled to reimbursement of her expenses incurred in the prosecution of this matter.

O. To date, Defendant has refused to pay Plaintiff.

P. Plaintiff has incurred additional attorney fees to collect sums due and incurred not less than \$8,500.00 in attorney fees.

Q. Plaintiff has performed all conditions precedent and subsequent and has not breached and/or failed to perform under the attorney-client agreement.

R. A written demand was made more than 30 days before the filing of this suit, in compliance with Texas Civil Practice & Remedies Code §38.002.

DAMAGES

10. Actual Damages

i. Plaintiff's research for the period from November 13, 2013 until April 3, 2017, provided that "Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013)", as a 'Bestseller', would mean sells of more than 1,094 print copies sold across all channels, including other retailers, on a typical day.

ii Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, then – on Kindle - the value of Disaster Master Plan: Prepare or Despair - It's Your Choice is sells on Kindle \$2.99 and paperback \$10.87, this is \$897.00/\$3,261.00 p/day thru \$14,950.00/\$54,350.00 p/day.

iii. Disaster Master Plan: Prepare or Despair – It's Your Choice (February 2013), as a bestseller, would generate, on the low, \$6,279.00 through \$380,450.00 for a week. As such for a one-week period Plaintiff has not received premiums on, low, \$6,279.00 or, high, \$380,450.00 for one week.

ATTORNEY FEES

11. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code, Sec. 38.001, Recovery of Attorney's Fees, which provides: 'A person may recover reasonable attorney's fees from an individual or corporation, in addition to the amount of a valid claim and costs, if the claim is for: (1) rendered services; (2) performed labor; ...(8) an oral or written contract.

CONDITIONS PRECEDENT

12. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

REQUEST FOR DISCLOSURE

13. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant, within 50 days after service of this request, the information or material described in Rule 194.2.

STATEMENT OF RELIEF

14. Pursuant to TRCP, Rule 47, Plaintiff provides this claim for relief. Plaintiff, sues Defendant, Amazon.com, for declaratory judgment, breach of contract and fraud. The proceeding paragraphs provide a statement of the cause of action sufficient to give fair notice of the claims involved and set forth the damages incurred by Plaintiff, which are within the jurisdictional limits of the court; this action is not a suit governed by the Family Code,.

Plaintiff only monetary relief of \$600,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees and demands judgment for all the other relief to Plaintiff may be entitled.

PRAYER

15. For these reasons, Plaintiff asks the Court to render judgment for Plaintiff that the Court render judgment against Defendant, specifically enforce the contract, declare Plaintiff's rights relative to the contract and award Plaintiff damages, costs and reasonable attorney fees against Defendants and for such other and further relief that he may be awarded at law or in equity.

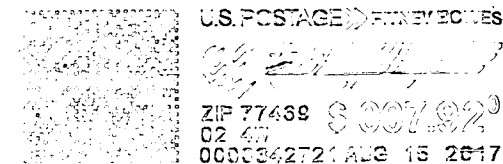
Respectfully submitted,

/s/ Jimmie L. J. Brown, Jr.

By: _____

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